



PATRICIA S. PLOEHN, LCSW  
Director

**County of Los Angeles  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

June 19, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**Board of Supervisors**

GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

**REQUEST TO APPROVE A SOLE SOURCE CONTRACT WITH CALIFORNIA STATE  
UNIVERSITY, DOMINGUEZ HILLS FOUNDATION (CSUDH) AND AMENDMENT  
NUMBER ONE TO THE CONTRACT WITH THE UNIVERSITY CORPORATION (CSUN)  
TO PROVIDE MASTER OF SOCIAL WORK INTERNSHIP PROGRAM SERVICES  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chairman to sign the attached Contract (Attachment 1) with California State University, Dominguez Hills Foundation (CSUDH) for the provision of Master of Social Work (MSW) Internship training services for the period from July 1, 2007 or date of Board approval, whichever is later, through June 30, 2008, with a one-year option to extend through June 30, 2009. The total cost of the Contract, if the one-year option to extend is exercised, is \$681,528. The Maximum Annual Contract Sum is \$340,764. The cost of the Contract in FY 2007-08 is \$340,764 and will be financed using 75% federal revenue (\$255,573), and 25% net County cost (NCC) (\$85,191). Sufficient funding is included in the FY 2007-08 Proposed County Budget.
2. Approve and instruct the Chairman to sign the attached Amendment Number One to Contract Number 05-031-04 (Attachment 2) with The University Corporation (CSUN) to extend the Contract for two years through June 30, 2009 for the provision of MSW Internship training services. The Maximum Annual Contract Sum is \$340,764. The cost of Amendment Number One is \$681,528, and the revised Maximum Contract Sum is \$1,022,292. The cost of the contract in FY 2007-08 is \$340,764 and will be financed using 75% federal revenue (\$255,573) and 25% NCC (\$85,191). Sufficient funding is included in the FY 2007-08 Proposed County Budget.

*"To Enrich Lives Through Effective and Caring Service"*

3. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or her designee, to execute an amendment to extend the Contract with CSUDH by written notice to the Contractor for one (1) year through June 30, 2009, after Chief Administrative Office (CAO) approval has been obtained; and instruct the Director of DCFS to notify your Board and the CAO in writing within ten (10) workdays of executing the amendment.
4. Delegate authority to the Director of DCFS, or the Director's designee, to execute amendments to the Contracts with CSUDH and CSUN to increase or decrease the Maximum Contract Sum by no more than 10% of the Maximum Annual Contract Sum and in the aggregate above the Maximum Contract Sum to accommodate increases or decreases in units of service provided: (a) the amendments do not include cost of living adjustments, (b) sufficient funding is available for increases, (c) County Counsel and CAO approval is obtained prior to executing the amendments, and (d) the Director of DCFS notifies your Board and the CAO in writing that the amendment has been executed within ten (10) workdays of the amendment's execution.
5. Delegate authority to the Director of DCFS, or her designee, to execute Title IV-E MSW Trainee Agreements with qualified MSW students recruited by both Contractors to participate in DCFS' MSW Internship program.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

MSW Interns are recruited and commit to work for DCFS for one year upon graduation in exchange for financial support while working and training under the MSW Internship Program. Upon approval of the Contract by your Board, CSUDH will begin participating with other IUC members to provide training services to DCFS, further expanding DCFS' opportunity to hire trained Children's Social Workers (CSWs) under its MSW Internship program.

Upon approval of Amendment Number One by your Board, the term of CSUN's Contract will be extended which will enable DCFS to continue hiring trained CSWs through the MSW Internship program.

Without the approval of the recommended actions, DCFS' ability to recruit and retain CSWs through the MSW Internship program will be diminished.

This Board letter does not comply with your Board's policy on timely filing due to lengthy contract negotiations with CSUDH and CSUN.



### Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal 5, Children and Families' Well-Being. They will improve the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness.

### **FISCAL IMPACT/FINANCING**

The total cost of the Contract with CSUDH, if the one-year option to extend is exercised, is \$681,528. The Maximum Annual Contract Sum is \$340,764. The cost of the Contract in FY 2007-08 is \$340,764 and will be financed using 75% federal revenue (\$255,573) and 25% NCC (\$85,191). Sufficient funding is included in the FY 2007-08 Proposed County Budget.

The cost of Amendment Number One to the Contract with CSUN is \$681,528. The Maximum Annual Contract Sum is \$340,764. The revised Maximum Contract Sum is \$1,022,292. The cost of the contract in FY 2007-08 is \$340,764 and will be financed using 75% federal revenue (\$255,573) and 25% NCC (\$85,191). Sufficient funding is included in the FY 2007-08 Proposed County Budget.

CSUDH and CSUN are required to provide 25% in-kind matching funds.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

California State University, Long Beach Foundation (CSULB), the Regents of the University of California (UCLA), and the University of Southern California (USC), formed the Inter-University Consortium (IUC) in 1991, and now include California State Los Angeles University Auxiliary Services, Inc. (CSULA) (1998), the University Corporation, which is the legal name for California State University, Northridge (CSUN) (2006), and California State University, Dominguez Hills Foundation (CSUDH) (2007). The IUC is not a legal entity, but participating universities collaborate and coordinate activities to provide consistent program services under separate contracts. UCLA has the responsibility of overseeing the IUC, as specified in their Contract along with appropriate compensation for that added responsibility.

The term of the Contract with CSUDH is July 1, 2007 through June 30, 2008 with a one-year option to extend through June 30, 2009, which aligns the Contract with the terms of the existing IUC Contracts. On June 27, 2006, your Board approved Contract Number 05-031-04 with CSUN for a one-year term from July 1, 2006 through June 30, 2007, due to limited funding at the time. Amendment Number One to Contract Number 05-031-04 will: 1) extend the term for two years through June 30, 2009; 2) incorporate funding to allow CSUN to



continue providing MSW Internship Program Services; and 3) align the Contract with the terms of the other IUC Contracts.

The Contractors are required to: 1) recruit within their MSW programs based on DCFS-approved criteria and interview potential candidates for the program; 2) arrange for the screening of candidates; 3) have candidates sign a Title IV-E MSW Trainee Agreement; 4) arrange placement of candidates in specified units within DCFS; and 5) issue stipends to participating interns based on the executed Title IV-E MSW Trainee Agreements. The Contractors evaluate the degree of learning by the interns, the teaching effectiveness and supervision of instructors, and the materials and tools used in the program. Both Contractors are required to provide a maximum of eight (8) MSW Interns per year. The program improves DCFS' ability to recruit and retain social workers.

The Contractors agree to meet the County's insurance requirements including County approval of any self-insurance programs. The Contracts include mutual indemnification language, which was discussed and cleared with CAO Risk Management. The Department's position is that the benefit of contracting with these sole source providers outweighs the potential risk posed by the mutual indemnification.

The Invoice and Payments provision in the Contracts allow the Contractors to reallocate up to ten percent (10%) of the Maximum Annual Contract Sum between line item budget categories. In addition, the Statement of Work (SOW) of each Contract allows DCFS to change and revise the training deliverables within each Contract and between Contracts in order to meet the changing training needs of the Department. The Maximum Annual Contract Sum or the Maximum Contract Sum of the Contracts will not increase or decrease because of such changes to the SOW.

The provisions in both Contracts regarding "Consideration of GAIN or GROW Participants for Employment" and "Consideration of Hiring County Employees Targeted for Layoffs or on Re-employment List" have been revised to allow the Contractors to maintain compliance with laws and regulations regarding their hiring practices. The language "unless prohibited by state and/or federal law" was added to these provisions for that purpose.

The Contracts include provisions that allow Cost of Living Adjustment (COLA) requests in accordance with your Board's policy.

DCFS has determined that the Living Wage Ordinance (County Code Chapter 2.201) does not apply to these Contracts.

County Counsel and the CAO have reviewed the Board Letter. The Contract and Amendment are approved as to form by County Counsel.



### **CONTRACTING PROCESS**

DCFS negotiated the Contracts in accordance with CDSS regulation 23.650.14, which allows the County to enter into contracts with educational institutions without a competitive procurement. On February 26, 2007, your Board was notified of DCFS' intent to negotiate a contract with CSUDH and to extend the Contract with CSUN under the your Board's sole source policy, #5.100.

### **IMPACT ON CURRENT SERVICES**

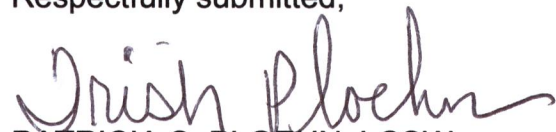
Approval of the Contract with CSUDH and Amendment Number One to Contract Number 05-031-04 with CSUN will enable DCFS to continue providing training for MSW students who participate in DCFS' MSW Internship Program.

**CONCLUSION**

Upon approval and execution by the Board of Supervisors, it is requested that Executive Officer/Clerk of the Board send an adopted copy of the Board Letter, Contract with CSUDH and Amendment Number One to Contract Number 05-031-04 to DCFS, the Office of County Counsel, CSUDH and CSUN at the addresses listed below.

- |  |   |
|--|---|
| 1) Department of Children and Family Services<br>Attention: Walter Chan, Contract Manager<br>Contracts Administration<br>425 Shatto Place, Room 400<br>Los Angeles, CA 90020 | 3) CSUDH Foundation<br>Attention: Larry Ortiz, Professor<br>and Director of MSW Program<br>1000 East Victoria Street<br>Welch Hall 385F<br>Carson, CA 90747 |
| 2) Office of County Counsel<br>Attention: Diane Cachena<br>383 Kenneth Hahn Hall of Administration<br>500 West Temple Street<br>Los Angeles, CA 90012                        | 4) The University Corporation, CSUN<br>Attention: Scott Perez,<br>Director of Research<br>18111 Nordhoff Street<br>Northridge, CA 91330                     |

Respectfully submitted,



PATRICIA S. PLOEHN, LCSW  
Director

PSP:CC:WC:pk

Attachments (2)

c: Chief Administrative Officer  
County Counsel



# **TRAINING SERVICES CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**



**AND**

**CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS FOUNDATION  
(CSUDH)**

Department of Children and Family Services (DCFS)  
Contracts Administration  
425 Shatto Place, Room 400  
Los Angeles, California 90020

JULY 1, 2007

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
INTER UNIVERSITY CONSORTIUM SERVICES CONTRACT

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### EXHIBIT A: STATEMENT OF WORK

Exhibit A-1	Performance Requirements Summary (PRS)
Exhibit A-2	Title IV-E Master's of Social Work Trainee Agreement
Exhibit A-3	Line Item Budget

## EXHIBIT B: ATTACHMENTS

Attachment A	CONTRACTOR's Administration
Attachment B	COUNTY's Administration
Attachment C	CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement
Attachment D	CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook
Attachment F	Charitable Contributions Certification
Attachment G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment H	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Attachment I	Safely Surrendered Baby Law Fact Sheet
Attachment J	Internal Revenue Notice 1015



COUNTY OF LOS ANGELES

**Training Services Contract** (hereinafter referred to as "Contract").

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2007, by and between

County of Los Angeles  
hereinafter referred to as  
"COUNTY"

and

California State University, Dominguez Hills Foundation  
hereinafter referred to as "CONTRACTOR"

**RECITALS**

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services, and

WHEREAS, the COUNTY desires to provide training services to DCFS employees to enhance their knowledge and skills in performing their duties satisfactorily, and

WHEREAS, the COUNTY desires to provide training services to educate students enrolled in the Department of Children and Family Services (DCFS) Master of Social Work (MSW) Internship Program and prepare them for employment upon graduation; and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are by a university with an MSW Program in Los Angeles County accredited by the Commission on Accreditation of the Council of Social Work Education and is qualified to provide training services for COUNTY; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services,

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

## **PART I: UNIQUE TERMS AND CONDITIONS**

### **1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS**

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 7.0, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibit A, A-1, A-2 and A-3, and Exhibit B, Attachments, including A, B, C, D, E, F, G, H, I, and J, set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, Exhibits and Attachments according to the following priority:

#### **EXHIBIT A: STATEMENT OF WORK**

Exhibit A-1	Performance Requirements Summary (PRS)
Exhibit A-2	Title IV-E Master's of Social Work Trainee Agreement
Exhibit A-3	Line Item Budget

#### **EXHIBIT B: ATTACHMENTS**

Attachment A	CONTRACTOR's Administration
Attachment B	COUNTY's Administration
Attachment C	CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement



Attachment D	CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook
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Attachment G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment H	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Attachment I	Safely Surrendered Baby Law Fact Sheet
Attachment J	Internal Revenue Notice 1015

1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- B. "CONTRACTOR" – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- C. "COUNTY" – means the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
- D. "COUNTY's Program Manager" (CPM) – means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- E. "Day" or "Days" – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- F. "DCFS" - means COUNTY's Department of Children and Family Services

- G. "Director" - means COUNTY's Director of Children and Family Services or his or her authorized designee.
- H. "Fiscal Year(s)" - means the twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- I. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- J. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

## **2.0 PARTIES TO THE CONTRACT**

- 2.1. The parties to this Contract are the County of Los Angeles, hereinafter referred to as "COUNTY" and California State University, Dominguez Hills Foundation, hereinafter referred to as "CONTRACTOR."

## **3.0 TERM AND TERMINATION**

- 3.1 The term of this Contract shall commence on July 1, 2007, or the date of execution, whichever is later, and shall continue through June 30, 2008, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 The COUNTY shall have the sole option to extend the Contract term for an additional one-year period through June 30, 2009, for a maximum total Contract term of two (2) years. Each such option and extension shall be exercised at the sole discretion of the Director, by written notice to the CONTRACTOR, provided that approval of County's Chief Administrative Office (CAO) is obtained prior to any such extension.
- 3.3 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 7.0, Notices, of this Contract.

## **4.0 CONTRACT SUM**

- 4.1 COUNTY and CONTRACTOR agree that this is a cost reimbursement contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A-3, Line Item Budget.
- 4.2 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative

expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

- 4.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 7.0, Notices, of this Contract.
- 4.4 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 4.5 The total amount payable under this Contract, if the one-year option to extend is exercised, is Six Hundred Eighty-One Thousand Five Hundred Twenty-Eight Dollars (\$681,528), hereinafter referred to as "Maximum Contract Sum". The maximum amount payable under this Contract shall not exceed Three Hundred Forty Thousand Seven Hundred Sixty Four Dollars (\$340,764) per contract year, hereinafter referred to as "Maximum Annual Contract Sum".
- 4.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit A-3, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 7.0, Changes and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.



## 5.0 INSURANCE REQUIREMENTS

### 5.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

- 5.1.1 Evidence of Insurance or Comparable Self-Insurance Program: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration  
Attention: Contract Administrator  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

Such certificates or other evidence shall:

- 5.1.1.1 Specifically identify this Contract;
  - 5.1.1.2 Clearly evidence all coverage required in this Contract;
  - 5.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) Days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 5.1.2 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- 5.1.3 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all

such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

5.1.4 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

5.1.5 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

5.1.5.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.

5.1.5.2 Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.

5.1.5.3 Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Contract Manager.

5.1.5.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

5.1.6 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply

results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

5.1.7 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

5.1.7.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

5.1.7.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

## 5.2 Insurance Coverage Requirements:

5.2.1 General Liability insurance with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

5.2.2 Automobile Liability insurance with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

5.2.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million



5.2.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

## **6.0 INVOICES AND PAYMENTS**

- 6.1 For work performed in accordance with the terms of this Contract as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred in conformance with Exhibit A-3, Line Item Budget, and in the format prescribed by the COUNTY (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs).
- 6.2 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of ten percent (10%) of the Maximum Annual Contract Sum for each year between the approved line item budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs). Any subsequent budget modifications above the ten percent (10%) maximum shall be agreed to by the parties and requested in writing by CONTRACTOR. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed as follows:

CONTRACTOR shall send budget modification requests to:

Mark Miller  
Department of Children and Family Services  
Training Division, Bureau of Finance, Governmental Relations Section  
4024 N. Durfee Road  
El Monte, CA 91732

Ruby Owens  
Department of Children and Family Services  
Training Division, Bureau of Finance, Governmental Relations Section  
532 East Colorado Blvd.  
Pasadena, CA 91101

And a duplicate copy of the Budget modification request to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Finance Division, Contract Payment Unit  
425 Shatto Place, Room 204  
Los Angeles, California 90020

- 6.3 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-21, Cost principles for Educational Institutions and the budget categories of Exhibit A-3, Line Item Budget, and A110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at **<http://www.whitehouse.gov/omb/circulars/index.html>**
- 6.4 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) Days of the last day of the previous month but may be received later than thirty (30) Days at COUNTY's sole discretion as long as sufficient funds remain available under this Contract. Final invoices for each year of this agreement should be submitted within sixty (60) days after completion of each year. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit A-3, Line Item Budget.
- 6.5 CONTRACTOR shall submit the original monthly invoice to the DCFS Finance Office ("Finance") and one copy to the Program Manager for review and approval.

CONTRACTOR shall send original invoices to be approved to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Contract Payment Unit  
425 Shatto Place, Room 204  
Los Angeles, California 90020

And duplicate copies of the invoices to:

Mark Miller  
Department of Children and Family Services  
Training Division, Bureau of Finance, Governmental Relations Section  
4024 N. Durfee Road  
El Monte, CA 91732

Ruby Owens  
Department of Children and Family Services  
Training Division, Bureau of Finance, Governmental Relations Section  
532 East Colorado Blvd.  
Pasadena, CA 91101

- 6.6 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 6.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.
- 6.8 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) Days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) Days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 6.9 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 6.10 Cost of Living Adjustments (COLAs)

The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to COUNTY employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period.

Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost of living adjustments will be granted.

## **7.0 NOTICES**

- 7.1 All notices or demands required or permitted to be given or made under this Contract shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration  
Attention: Contract Administrator  
425 Shatto Place, Room 400  
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to CONTRACTOR

Larry Ortiz  
Professor and Director of MSW Program  
California State University, Dominguez Hills Foundation  
1000 East Victoria Street  
Welch Hall 385F  
Carson, CA 90747

- 7.2 Addresses may be changed by either party giving ten (10) Days' prior written notice thereof to the other party.



## **PART II: STANDARD TERMS AND CONDITIONS**

### **1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

#### **1.1 CONTRACTOR's Program Director**

1.1.1 CONTRACTOR's Program Director is designated in Exhibit B, Attachment A, CONTRACTOR's Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Program Manager and Program Monitor on a regular basis.

#### **1.2 Confidentiality**

1.2.1 CONTRACTOR shall maintain the confidentiality of all records from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

1.2.2 CONTRACTOR will not consider information disclosed to it by COUNTY as confidential which: (1) is now public knowledge or subsequently becomes such through no breach of this Contract ;(2) is rightfully in CONTRACTOR's possession prior to being disclosed during the course of work performed under the terms of this Contract as shown by written records; or (3) is independently developed by or for CONTRACTOR without reliance upon confidential information received from COUNTY. Further, CONTRACTOR may release confidential information when required by law.

1.2.3 CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in COUNTY's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

1.2.4 CONTRACTOR shall inform all of its directors, officers, shareholders, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

- 1.2.5 CONTRACTOR shall cause each employee performing services covered by this Contract who has access to confidential information to sign and adhere to Exhibit B, Attachment C, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement".
- 1.2.6 CONTRACTOR shall cause each non-employee performing services covered by this Contract who has access to confidential information to sign and adhere to Exhibit B, Attachment D, "CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement".
- 1.2.7 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 1.2.8 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of discovery of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 1.2.9 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

## **2.0 ADMINISTRATION OF CONTRACT – COUNTY**

- 2.1 A listing of all COUNTY Administration referenced in the following Subsections is designated in Exhibit B, Attachment B, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

### **2.1.1 COUNTY's Program Manager**

The responsibilities of the COUNTY's Program Manager include:

- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

### **3.0 AMERICANS WITH DISABILITIES ACT (ADA)**

- 3.1 The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

### **4.0 ASSIGNMENT AND DELEGATION**

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section 4.0, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 4.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other

mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

## **5.0 AUTHORIZATION WARRANTY**

- 5.1 The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

## **6.0 BUDGET REDUCTION**

- 6.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions) and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

## **7.0 CHANGES AND AMENDMENTS**

- 7.1 The COUNTY reserves the right to initiate Change Notices that do not affect the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR and by DCFS.
- 7.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment shall be prepared and executed by the COUNTY's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.



- 7.2.1 For purposes of Sub-sections 7.1 and 7.2, a change materially alters a term or condition included in this Contract if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Contract; or (3) would result in a change in the Maximum Contract Sum set forth in Part I, Section 4.0, Contract Sum, of this Contract.
- 7.2.2 Notwithstanding the provisions of Sub-sections 7.1, and 7.2, COUNTY's Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Contract which increase or decrease payments to CONTRACTOR which are commensurate with increases or decreases in the units of service being provided under this Contract under the following conditions:
  - 7.2.2.1 COUNTY's total payments to CONTRACTOR shall not increase or decrease more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Contract.
  - 7.2.2.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Contract.
  - 7.2.2.3 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Contract; and
- 7.2.3 The Director shall notify COUNTY's Board of Supervisors, Chief Administrative Officer, and County Counsel of all Contract changes, in writing, within ten (10) Days following execution of such amendment.
- 7.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by Los Angeles County Board of Supervisors or the Director in the event the Director has the delegated authority to execute, after Chief Administrative Office approval.

## **8.0 CHILD ABUSE PREVENTION REPORTING**

- 8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.
- 8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
  - 8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
  - 8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.
  - 8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors working under this Contract understand that the safety of the child is always the first priority.

## **9.0 CHILD SUPPORT COMPLIANCE PROGRAM**

- 9.1 Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program
  - 9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.
  - 9.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this contract

maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**9.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 9.1, Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Section 49.0 Termination for CONTRACTOR's Default, and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

**10.0 COMPLAINTS**

10.1 CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of the COUNTY's Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.

**11.0 COMPLIANCE WITH APPLICABLE LAWS**

11.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

11.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

11.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

11.1.3 (For Contracts over Ten Thousand Dollars (\$10,000) – CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

11.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

11.3 CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

## **12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

12.1 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit B, Attachment H, Contractor's Equal Employment Opportunity (EEO) Certification.

## **13.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

13.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as

codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B, Attachment G and incorporated by reference into and made a part of this Contract.

### 13.1.1 Written Employee Jury Service Policy

13.1.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) Days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

13.1.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section 13.0. The provisions of this Sub-section 13.1.2 shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.



13.1.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

13.1.1.4 CONTRACTOR's violation of this Section 13.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

#### **14.0 CONDUCT OF PROGRAM**

14.1 CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

#### **15.0 CONFLICT OF INTEREST**

15.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall

be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

- 15.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

**16.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

- 16.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position, unless prohibited by federal and/or state law. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.
- 16.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority unless prohibited by federal and/or state law.

**17.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST**

- 17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a

reemployment list during the life of this Contract, unless prohibited by federal and/or state law.

## **18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING**

18.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.

18.1.1 Contractor shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B, Attachment E Auditor Controller Contract Accounting and Administration Handbook. To the extent those minimum requirements conflict with requirements contained in the Federal Office of Management and Budget Circulars A-110, A-21, and A-133 (Circulars), the requirement(s) contained in the Circulars shall take preference.

18.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

## **19.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

19.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

19.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

19.3 The COUNTY may debar a Contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1)

violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 19.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 19.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 19.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 19.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

- 19.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 19.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 19.10 These terms shall also apply to Subcontractors of COUNTY Contractors.

## **20.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

- 20.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit B, Attachment F the County seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

## **21.0 CONTRACTOR'S WORK**

- 21.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.
- 21.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be



deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

## **22.0 COUNTY'S QUALITY ASSURANCE PLAN**

- 22.1 The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

## **23.0 CRIMINAL CLEARANCES**

- 23.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.
- 23.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 23.3 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 23.4 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code

which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

## **24.0 EMPLOYEE BENEFITS AND TAXES**

- 24.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 24.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

## **25.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 25.1 CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **26.0 EVENTS OF DEFAULT**

- 26.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

- 26.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

26.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

## 26.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

26.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

26.2.2 The filing of a voluntary petition in bankruptcy;

26.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

26.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

## 26.3 Other Events of Default

26.3.1 Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

## 27.0 FAIR LABOR STANDARDS

27.1 The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

## 28.0 FIXED ASSETS

28.1 Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one

year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

## **29.0 FORMER FOSTER YOUTH CONSIDERATION**

- 29.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Emancipation Services Division  
3530 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010  
FAX: (213) 637-0036

- 29.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).
- 29.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

### **30.0 GOVERNING LAW, JURISDICTION, AND VENUE**

30.1 This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

### **31.0 INDEMNIFICATION**

31.1 CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract, but only in proportion to and to the extent caused by, or resulting from, any negligent or wrongful act or omission on the part of CONTRACTOR, or any of its officers, agents or employees.

31.2 COUNTY shall indemnify, defend and hold harmless the CONTRACTOR, its, officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with COUNTY's acts and/or omissions arising from and/or relating to this Contract, but only in proportion to and to the extent caused by, or resulting from, any negligent or wrongful act or omission on the part of COUNTY, or any of its elected and appointed officers, agents or employees.

### **32.0 INDEPENDENT CONTRACTOR STATUS**

32.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

32.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other

compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

- 32.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

### **33.0 LIQUIDATED DAMAGES**

- 33.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 33.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-2, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
  - (c) Upon giving five (5) Days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all

deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

33.3 The action noted in Sub-section 33.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

33.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 33.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

#### **34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

34.1 CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). (There are underscores in the address between the words 'doing business' and 'main db'.)

#### **35.0 MOST FAVORED PUBLIC ENTITY**

35.1 If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

#### **36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

36.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.



- 36.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment H, Contractor's Equal Employment Opportunity (EEO) Certification.
- 36.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 36.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 36.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 36.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

- 36.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **37.0 NON EXCLUSIVITY**

- 37.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal, or like goods and/or services from other entities or sources.

### **38.0 NOTICE OF DELAYS**

- 38.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) Day, give written notice thereof, including all relevant information with respect thereto, to the other party.

### **39.0 NOTICE OF DISPUTE**

- 39.1 The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director of DCFS, or designee and CONTRACTOR shall resolve such dispute.

### **40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

- 40.1 CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit B, Attachment J.

### **41.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

- 41.1 Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party.

No bar exists against any hiring action initiated through a public announcement.

## **42.0 PROPRIETARY RIGHTS**

- 42.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. CONTRACTOR may use these materials, data, information, and working papers for non-commercial scholarly and educational purposes only, provided that CONTRACTOR does not profit from such use. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 42.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 42.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 42.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Sub-section 42.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

- 42.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 42.4 for:
- 42.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 42.3;
- 42.5.2 Any materials, data and information covered under Sub-section 42.2; and
- 42.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 42.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 42.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 42.8 The provisions of Sub-sections 42.5, 42.6, and 42.7 shall survive the expiration or termination of this Contract.

#### **43.0 PUBLIC RECORDS ACT**

- 43.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Section 45.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

- 43.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked “trade secret”, “confidential”, or “proprietary”, the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

#### **44.0 PUBLICITY**

- 44.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR’s need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:
- 44.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and
- 44.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the County’s Project Director. The COUNTY shall not unreasonably withhold written consent.
- 44.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 44.0 shall apply.

#### **45.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

- 45.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract subject to OMB – A133.
- 45.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial

records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this Contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 45.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 45.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section 45.0 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 45.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided

that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

#### **46.0 RECYCLED-CONTENT PAPER**

- 46.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **47.0 SAFELY SURRENDERED BABY LAW**

- 47.1 The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).
- 47.2 CONTRACTOR shall notify and provide to its employees, whose duties directly relate to this Contract and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit B, Attachment I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **48.0 SUBCONTRACTING**

- 48.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.
- 48.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:
- 48.2.1 A description of the work to be performed by the Subcontractor;
- 48.2.2 A draft copy of the proposed subcontract; and



- 48.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 48.3 CONTRACTOR shall require that Subcontractor (s) indemnify and hold the COUNTY harmless with respect to the activities of Subcontractor (s) in the same manner and to the same degree as if such Subcontractor (s) were CONTRACTOR employees.
- 48.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 48.5 COUNTY's Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 48.6 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
- 48.6.1 An executed Exhibit B, Attachment C, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 48.6.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 5.2, Insurance Coverage Requirements, of this Contract, and
- 48.6.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 48.7 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.
- 48.8 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

48.9 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

48.10 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

#### **49.0 TERMINATION FOR CONTRACTOR'S DEFAULT**

49.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Manager:

49.1.1 CONTRACTOR has materially breached this Contract;

49.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

49.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

49.2 In the event COUNTY terminates this Contract in whole or in part as provided Sub-section 49.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 49.0.

49.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 49.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or

contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section 49.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 49.4 If, after the COUNTY has given notice of termination under the provisions of this Section 49.0, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 49.0 or that the default was excusable under the provisions of Sub-section 49.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 50.0, Termination for Convenience.
- 49.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 49.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 49.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.
- 49.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages

shall not in any way change, or affect the provisions of Part II, Section 31.0, Indemnification.

- 49.6 The rights and remedies of the COUNTY provided in this Section 49.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **50.0 TERMINATION FOR CONVENIENCE**

- 50.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) Days after the notice is sent.
- 50.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 50.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 50.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.
- 50.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Section 45.0, Record Retention and Inspection/Audit Settlement.
- 50.4 Any party to this Contract may terminate services without penalty by providing written notice to the other party in accordance with 50.1 above.

## **51.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 51.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same

remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

51.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

51.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **52.0 TERMINATION FOR INSOLVENCY**

52.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

52.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

52.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

52.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

52.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

52.2 The rights and remedies of the COUNTY provided in this Section 52.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **53.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

53.1 CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY

lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

#### **54.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

- 54.1 Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

#### **55.0 USE OF FUNDS**

- 55.1 All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY. This provision is subject to Part II, Section 39.0, Notice of Dispute.

#### **56.0 VALIDITY**

- 56.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **57.0 WAIVER**

- 57.1 No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 57.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **58.0 WARRANTY AGAINST CONTINGENT FEES**

- 58.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.
- 58.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

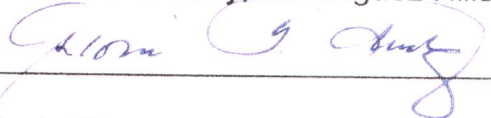
ATTEST:

By \_\_\_\_\_  
Chair, Los Angeles County

SACHI A. HAMAI  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

By \_\_\_\_\_

California State University, Dominguez Hills Foundation

By 

Name Kent Gibson

Title Executive Director

By \_\_\_\_\_

Name \_\_\_\_\_

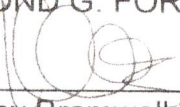
Title \_\_\_\_\_

95-2543028

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR., County Counsel

BY   
Kathy Bramwell, Principal Deputy County Counsel



County of Los Angeles  
Department of Children and Family Services  
Training Services

**EXHIBIT A: STATEMENT OF WORK**

**CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS  
(CSUDH)**

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
Training Services  
STATEMENT OF WORK

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## STATEMENT OF WORK

### 1.0 PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY's

health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- There is no “wrong door”: wherever a family enters the system is the right place.
- Families receive services tailored to their unique situations and needs.
- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed

to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

#### *Personal Service Delivery*

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

#### *Service Access*

**Service providers will work proactively to facilitate customer access to services.**

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

#### *Service Environment*

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements

- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **2.0 INTRODUCTION**

2.1 The COUNTY has maintained an extensive training program to ensure that its executive, managerial, social work, and support staff are equipped with the knowledge, skills, attitudes and values necessary to effectively engage and work with the children and families that it serves. The training will ensure that staff remains current of federal, state and COUNTY mandates relating to child protection, child abuse prevention, child welfare legislation, foster-care placement, permanency and adoption. The training program includes a master of social work internship program designed to produce highly skilled professionals to meet the challenges of child welfare and to best serve children and families.

2.1.1 The California Social Work Education Center (CALSWEC), under the Title IV-E MSW Program, provides financial support to full-time graduate social work students preparing for public child welfare careers for the purpose of maintaining a pool of professionally trained social workers. MSW Interns who have received, or are eligible to receive, financial support under CalSWEC's Title IV-E MSW Program will not receive a stipend under the Field Education Program of this Contract or any IUC Training Contract, although they may be placed in the Field Education Program at DCFS.

2.2 Therefore, the COUNTY entered into this Contract with CSUDH to provide the training services specified herein. CSUDH and other qualified local universities will operate as the Inter-University Consortium (IUC), and collectively implement and administer the training. The IUC will include, but may not be limited to, CSUDH and the following universities (hereinafter IUC Training Contractors), who will provide training services under separate contracts:

- University of California at Los Angeles (UCLA) Department of Social-Work,
- California State University, Long Beach (CSULB) Department of Social-Work, and
- University of Southern California (USC) Department of Social-Work, and
- California State University, Los Angeles (CSULA) School of Social Work

- California State University, Northridge (CSUN) Department of Social-Work.
- 2.3 Outcomes: The training program specified herein, hereinafter referred to as the IUC Training Project, will assist DCFS to achieve the following outcomes for children:
- 2.3.1 **Improved Permanence** by expediting the process in achieving permanency for children served by DCFS and community partners, with a particular emphasis on reunification, kinship, adoption and permanency for emancipating youth.
  - 2.3.2 **Improved Safety** 1) reducing the recurrence of abuse and/or neglect for children served by DCFS and community partners; and 2) reducing the rate of abuse and/or neglect in foster care.
  - 2.3.3 **Reduced Reliance on Detention** through the expansion of alternative community-based resources to allow children in greater numbers to be safely served in their own homes/communities.
- 2.4 The IUC Training Project will also support the implementation outcome based programs.

### 3.0 DEFINITIONS

- 3.1 The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:
- 3.1.1 “Academic Field Calendar” shall be defined as a monthly listing of the dates of various university activities, meetings, orientations, schedules that the MSW Interns, CONTRACTOR’s staff, DCFS Field Instructors and others may be required to participate in during the course of an academic year.
  - 3.1.2 “Board of Behavioral Sciences (BBS) Training” shall be defined as training for candidates to be certified as a Licensed Clinical Social Worker (LCSW) or Licensed Marriage and Family Therapist (LMFT), and for licensed DCFS staff needing to satisfy new or continuing education licensing educational requirements to retain their licenses.
  - 3.1.3 “Child Welfare Training Center Directors” shall be defined as the CONTRACTOR’s employee who manages the operation of its Child Welfare Training Center and supervise its staff.

- 3.1.4 “Child Welfare Training Center” shall be defined as the CONTRACTOR’s facilities where it shall administer and manage certain IUC Training Project activities.
- 3.1.5 “Children’s Social Worker (CSW)” shall be defined as an employee of DCFS with the functional job title of Children Social Worker. The CSW maintains an assigned task of case management duties over children who are under the legal jurisdiction of County of Los Angeles Dependency Court and Supervision of DCFS.
- 3.1.6 “Concurrent Planning” shall be defined as the process of coupling aggressive efforts to restore the family with careful planning for the possibility of adoption or other permanency options should circumstances prevent the child from returning to her/his family of origin.
- 3.1.7 “Consultant” shall be defined as a subject matter expert or professional that provides technical advice, opinion and/or information.
- 3.1.8 “CONTRACTOR’s Field Education Manual” shall be defined as a written instructional booklet of information provided by the CONTRACTOR to the MSW Interns that includes, but is not limited to, information regarding the CONTRACTOR’s academic goals, objectives, policies, roles, fieldwork expectations, evaluation and guidelines for the fieldwork experience.
- 3.1.9 “COUNTY Field Education Manager” shall be defined as the COUNTY Program Manager responsible for the comprehensive requirements of the Field Education Program services.
- 3.1.10 “COUNTY Training Director” shall be defined as the COUNTY Program Manager responsible for the comprehensive requirements of the IUC Training Project services.
- 3.1.11 ““DCFS Field Instructor” shall be defined as the DCFS Supervising Children’s Social Worker assigned to the MSW Intern Units responsible for selecting and assigning cases to, and overseeing the casework experience including supervision, training, and evaluation of the MSW Interns during their field work experience with the Department.
- 3.1.12 “DCFS Field Unit Manual” shall be defined as a written instructional booklet of information provided by DCFS that includes, but is not limited to, information regarding DCFS Mission, vision, goals; child abuse mandated reporting requirements; DCFS basic policies including sexual harassment, confidentiality; DCFS programs and initiatives; professional standards and code of ethics confidentiality; case



management, adoptions and Emergency Response guidelines and a glossary of DCFS abbreviations.

- 3.1.13 “Deliverable” shall be defined as the training requirements specified in of this Statement of Work, which have been identified and listed herein by category based on training needs, and which contain one or more Modules of pertinent subject matter.
- 3.1.14 “Emergency Response (ER)” shall be defined as the DCFS section that performs in-person investigations on referrals received after normal business hours that require immediate response time, which are conducted by CSWs with ER skills to determine the existence of, or the potential for the existence of, any condition(s) which place the child or any other child in the household at risk and/or in need of services, in accordance with the Welfare & Institution Code Section 300 (a) thru (i).
- 3.1.15 “Field Education Consultant” shall be defined as the CONTRACTOR’s employee responsible for consultation and instruction to Field Instructors and interns and linkage to community resources.
- 3.1.16 “Field Education Director” shall be defined as the CONTRACTOR’s employee responsible for oversight of field education training, placement and program development.
- 3.1.17 “Field Education Program” shall be defined as the program whereby MSW Interns receive skills and knowledge through education and training and apply it in practice while receiving a stipend as an incentive to follow through with the program to become qualified social workers for the COUNTY.
- 3.1.18 “Inter-University Consortium (IUC)” shall be defined as a collaborative partnership among qualified graduate social work programs from local southern California universities who independently and/or collectively collaborate with the COUNTY to develop, implement and administer Deliverables for the IUC Training Program, in accordance with their individual and separate contracts.
- 3.1.19 “Intern Training Seminars” shall be defined as classes developed in collaboration with the IUC, and sponsored and presented by DCFS for all MSW Interns, to enhance the learning process.
- 3.1.20 “IUC Central Office” shall be defined as the IUC Director, his/her support staff, and the location where they are housed. The IUC Central Office coordinates and facilitates program planning and training activities among the IUC Training Contractors, collects and analyzes

training data, systematically maintains the data, and produces reports as required by COUNTY.

- 3.1.21 “IUC Director” shall be defined as the CONTRACTOR’s employee who shall manage the operation of the IUC Central Office and supervise its staff.
- 3.1.22 “IUC Executive Committee” shall be defined as the Dean, Director, or Chair from each graduate IUC program in social work and the Director of DCFS. The IUC Director coordinates the IUC Executive Committee and provides staff support.
- 3.1.23 “IUC Training Center Director” shall be defined as the individual employed by CONTRACTOR who shall oversee operations and activities at the IUC Child Welfare Training Center related to IUC Training Project services specified in this Contract.
- 3.1.24 “IUC Training Contractor” shall be defined as a university that is part of the IUC who individually operates a qualified school of social work or qualified social work programs and provides IUC Training Project services under separate contract.
- 3.1.25 “IUC Training Project” shall be defined as the Inter-University Consortium training and education program specified in this Contract.
- 3.1.26 “Level I Evaluation” shall be defined as participant evaluations and satisfaction ratings regarding specific training Deliverables or Modules.
- 3.1.27 “Level II Evaluation” shall be defined as specific evaluation activities conducted either before, during or at the end of training to determine the level of knowledge or skill acquisition by participants.
- 3.1.28 “Module” shall be defined as a subject of training contained in a Training Deliverable that covers one or more specific topics and that may vary in terms of the number of units, days and/or hours.
- 3.1.29 “MSW Interns” shall be defined as Field Education Program trainees who have case carrying responsibilities under the supervision of experienced social workers and who are guided in the application and integration of the knowledge and skills gained through the Field Education Program in a direct practice setting.
- 3.1.30 “MSW Intern Units” shall be defined as case carrying units within DCFS specifically designed as field practicum instructional training units for first and second year MSW Interns preparing for a career in Public Child Welfare.

- 3.1.31 “Permanency Partners Program” shall be defined as a DCFS program designed to assist in securing permanent homes through adoption procedures, and adult connections for youth in foster care. The program utilizes “permanency specialist” staff to research all aspects of case background/history and establish wherever possible permanent connections for a youth, thus increasing the likelihood of achieving permanency.
- 3.1.32 “Pre-training Activity” shall be defined in this SOW as an activity that trainees and their respective supervisors/managers may undertake in advance of training to maximize levels of learning readiness, to build motivation and anticipation for learning for the trainee and to highlight specific expectations for a particular training.
- 3.1.33 “Point of Engagement (POE)” shall be defined as the DCFS service delivery approach, which seeks to implement a seamless and timely transfer of Emergency Response investigations to ongoing service delivery. The POE system approach incorporates community resources along with DCFS’ Team Decision Making and Structured Decision Making tools and protocols to maximize the engagement of the family service delivery strategy in order to design a unique case plan that address the needs of at risk children and their family.
- 3.1.34 “Post-training Activity” shall be defined as an activity conducted upon completion of a Module or Deliverable that allow trainees to apply information learned or skills acquired in training to actual job related responsibilities and practices.
- 3.1.35 “Structured Decision Making (SDM)” shall be defined as an array of decision-making tools and protocols incorporated in DCFS’ assessment process. This process is designed to increase consistency at key case planning decision points and make the best possible decisions for individual cases.
- 3.1.36 “Supervising Children's Social Worker (SCSW)” shall be defined as an individual employed by the Los Angeles County Department of Children and Family Services (DCFS) to supervise DCFS Children’s Social Workers.
- 3.1.37 “Team Decision Making (TDM)” shall be defined as a structured team-based approach to making informed decisions at critical junctures in a case management planning process that includes a high level of family involvement.

- 3.1.38 "Title IV-E" of the Social Security Act (SSA) sets forth standards for federal payments for foster care and adoption assistance including funding for the administration of staff development and training.
- 3.1.39 "Title IV-E MSW Trainee Agreement" shall be defined as the document that specifies the terms and conditions of the MSW Intern's obligation to work as a social worker for the COUNTY through employment with DCFS.
- 3.1.40 "Transfer of Learning" shall be defined as specific activities built into training curriculums that are designed for trainees and their managers to undertake upon completion of training. These activities focus on the application of knowledge or skill acquired in training to the actual job environment.
- 3.1.41 "Unit Clerk/Staff Assistant" shall be defined as a CONTRACTOR employee who provides clerical support to the MSW Intern Unit(s).

#### **4.0 COUNTY PROGRAM MANAGEMENT**

- 4.1 COUNTY will appoint two COUNTY Program Managers to oversee the IUC Training Project services. One COUNTY Program Manager (hereinafter referred to as the COUNTY Training Director) will be responsible for IUC Training Project Services. The additional COUNTY Program Manager (hereinafter referred to as COUNTY Field Education Manager) will be responsible for the education and licensure portions of the IUC Training Project services. The COUNTY Training Director and the COUNTY Field Education Manager will be responsible for the following:
- 4.1.1 Coordination efforts between CONTRACTOR and COUNTY and ensure that the objectives of this Contract are met;
- 4.1.2 Provide direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- 4.1.3 Monitor CONTRACTOR's performance in the operation of this Contract; and
- 4.1.4 Initiate changes in accordance with Part II, Section 7.0, Changes and Amendments, of this contract
- 4.1.5 The COUNTY Training Director is:
- Mark Miller  
Department of Children and Family Services  
Training Division, Bureau of Finance, Governmental Relations Section

4024 N. Durfee Road  
El Monte, CA 91732  
(626) 258-2031

- 4.2 The COUNTY Field Education Manager will be responsible for the Field Education Program, including the intern education and licensure portions of the IUC Training Project. Duties will include the following:
- 4.2.1 Review CONTRACTOR's monthly invoices for services related only to the Field Education Program to ensure that training services were delivered as stated in the invoice, in accordance with this Contract.
  - 4.2.2 In collaboration with CONTRACTOR's Field Education Director, manage the Field Education Program that enables the COUNTY to recruit, train and develop MSW Interns for employment as CSWs for the DCFS.
  - 4.2.3 Manages and oversees the Title IV-E MSW Trainee Agreement executed with each MSW Intern regarding the employment obligation to DCFS.
  - 4.2.4 Oversees the development of curricula and practice preparedness of interns to learn mission goals, initiatives and strategies to achieve Department's outcomes.
  - 4.2.5 Develop policy and guidelines for the Field Education Program.
  - 4.2.6 Monitors contract Deliverables for the Field Education Program.
  - 4.2.7 Manages and oversees the operation of the MSW Intern Units.
  - 4.2.8 The COUNTY Field Education Manager is:

Ruby Owens  
Department of Children and Family Services  
Training Division, Bureau of Finance, Governmental Relations Section  
532 East Colorado Blvd.  
Pasadena, CA 91101  
(626) 229-3595

## **5.0 SCOPE OF WORK**

- 5.1 CONTRACTOR shall provide IUC Training Project Deliverables to trainees selected by COUNTY, as specified herein. CONTRACTOR shall provide only the specific IUC Training Project Deliverables assigned to the CONTRACTOR in accordance with procedures formulated and adopted by the COUNTY in this Statement of Work.

5.2 Training Design

CONTRACTOR shall collaborate with COUNTY to ensure that all IUC Training Project Deliverables are designed to maximize the likelihood of the trainee achieving the knowledge, skills, and values learning objectives identified for a Module as well as to include opportunities for feedback to trainees within the training/learning environment.

5.2.1 All IUC Training Project Deliverables shall be designed to meet the outcomes described in Subparagraph 2.3 of this Statement of Work.

5.3 Trainee Selection

CONTRACTOR shall collaborate with COUNTY in designing IUC Training Project Deliverables to meet the needs of trainees.

5.4 Sites and Venues

CONTRACTOR shall utilize facilities provided by the COUNTY for the requirements of the Field Education Program, as specified in Subparagraph 6.7, Field Placement.

5.5 Training Records

CONTRACTOR, in coordination and collaboration with the IUC Central Office, shall maintain on file and have available for inspection by COUNTY, all IUC Training Project materials and evaluation materials, and shall forward to COUNTY for review and inspection, copies of such materials, as required or requested by the COUNTY Training Director and/or COUNTY Field Education Manager.

5.5 Interchangeability

The COUNTY reserves the right to exchange or redirect any number of Deliverables, or tasks described herein, between the contracts of all IUC Training Contractors, including this Contract.

5.5.1 The purpose of this requirement may include, but is not limited to, accommodating unforeseen revisions in Deliverables such as venues, presenters or trainers, priorities, subject matter re-focus and emphasis, etc.

5.5.2 COUNTY shall implement such revisions upon mutual agreement between the COUNTY, CONTRACTOR and the other IUC Training Contractors.

5.6 Revisions

COUNTY reserves the right to revise the Deliverables to accommodate the changing needs and requirements of the COUNTY including, but not limited to, canceling or rescheduling Deliverables due to insufficient numbers of trainees; and revising the quantity of Deliverables.

5.6.1 As revisions become necessary, COUNTY, in collaboration with CONTRACTOR, will revise Deliverables in the Statement of Work to reflect the actual needs of the COUNTY.

5.6.2 COUNTY shall consult with CONTRACTOR regarding any such revisions to any Deliverables.

5.6.3 COUNTY, in collaboration with the CONTRACTOR, may revise the number of Deliverables.

5.7 Deliverables

Deliverables shall include, but may not be limited to, the Field Education Program.

## **6.0 FIELD EDUCATION PROGRAM**

6.1 CONTRACTOR and COUNTY are partnering through this contract to implement a Field Education Training program to support existing MSW Intern Units at DCFS. The Field Education Program is a Title IV-E supported internship program designed to recruit and prepare MSW interns for children's social work at DCFS, enabling it to increase its employee pool of professionally trained social workers. The program includes a stipend as an incentive to secure commitment from the MSW Interns to work for the Department upon graduation.

6.2 Title IV-E

The California Social Work Education Center (CalSWEC) allows each county 40 MSW participants per university per year under the Title IV-E MSW Program. For Los Angeles County, CalSWEC offsets the 40 MSW participants per university by the number that participate in DCFS' Field Education Program since both programs are Title IV-E funded.

6.2.1. The CalSWEC Title IV-E Program and the IUC MSW Intern Units are separate programs in the Field Education Program. CalSWEC may place interns from various universities at agencies through the County including DCFS. However, such interns do not participate in the IUC MSW Intern Units and are not obligated to commit to employment at DCFS. CalSWEC does not pay for training or services provided under this Contract.

6.3 CONTRACTOR's Field Placement Staff

CONTRACTOR shall provide field placement staff to assist in the MSW Intern Units.

6.3.1 CONTRACTOR shall provide one (1) full-time Field Education Consultant for MSW Intern Unit. The Field Education Consultant shall:

- Provide direct consultation to the DCFS Field Instructor(s), Preceptors and students;
- Provide group supervision to MSW interns with the DCFS Field Instructor;
- Work with DCFS Field Instructor to provide group work opportunities for MSW Interns and community agencies, in an effort to further develop clinical skills, and learn to work with professionals from other fields on behalf of clients;
- Provide, in collaboration with Field Education Instructors, macro practice opportunities that enable Interns to gain experience with community organizations and DCFS administration to promote learning and application of service delivery to clients;
- Provide academic advisement to each MSW Intern and shall monitor their entire academic progress in the Field Education Program;
- Integrate university curriculum into the Field Education Program that links the MSW Interns' graduate school learning with direct practice through teaching a section of MSW 540 and 541, Field Seminar and MSW 580 Seminar in Child Welfare issues comprised of IUC funded students;
- Monitor each MSW Intern's ongoing progress in the Field Education Program and mediate problems which the Field Education Instructor(s) identify;
- Provide a remediation plan in the event an MSW Intern's performance falls below the standard recited in Field Education Manuals; and
- Participate in the evaluation of each MSW Intern and, in collaboration with the Field Education Instructor(s), award each MSW Intern a course grade earned in the Field Education Program.

6.3.2. CONTRACTOR shall provide one (1) full-time unit clerk, for the MSW Intern Unit, to assist with administrative and clerical duties.

6.4 COUNTY's Field Placement Staff

COUNTY shall provide field placement staff to provide assistance in the MSW Intern Unit.



6.4.1 COUNTY shall provide one (1) full-time DCFS Field Instructor, for MSW Intern Unit.

6.4.1.1 Each DCFS Field Instructor shall supervise up to eight (8) MSW Interns.

6.4.1.2 CONTRACTOR shall work collaboratively with COUNTY's Program Manager to develop and create innovative programs to be implemented by DCFS Field Instructors.

6.4.1.3 The DCFS Field Instructor(s) shall:

- Provide 1 (one) hour per week of individual field supervision for each MSW Intern assigned to the MSW Intern Unit, for up to eight (8) students;
- Conjointly develop, with CONTRACTOR's Field Consultant(s), training and practice materials;
- Collaborate with CONTRACTOR in providing group supervision;
- Integrate DCFS initiatives, policies and programs into the Field Education practicum;
- Assist with the preparation and presentation of Intern Training Seminar(s);
- Assist and supervise first and second-year MSW Interns on a 16-hour and 20-hour weekly schedule;
- Select cases and Preceptors for each MSW Intern, and provide on-going direct consultation to each Preceptors to enhance communication between Preceptors and MSW Interns; and
- Complete written evaluations for each MSW Intern, on a semester or quarterly basis as required by CONTRACTOR, and participate in evaluation meetings with the MSW Intern and Field Consultant(s).

6.4.1.4 COUNTY's DCFS Field Instructors shall provide direct supervision to the MSW interns. Each intern will be given case-management responsibilities, and will follow the CONTRACTOR's established schedules and guidelines during each Field Education Program training cycle.

6.4.1.5 The Field Instructor in collaboration with the CONTRACTOR's Field Education Consultation shall integrate learning theory with DCFS mission, policy, procedures, program initiatives and practices method and case practice.

6.5 Recruitment and Selection

CONTRACTOR shall conduct recruitment activities to enable the COUNTY and CONTRACTOR to mutually select a maximum of eight (8) MSW Interns per each year of the Contract for a maximum of twenty-four (24) MSW Interns for the three-year term of the Contract to participate in DCFS' Field Education Program.

6.5.1 CONTRACTOR shall recruit within its MSW program based on CONTRACTOR's criteria, shall develop a list of interested candidates, and schedule interviews with the potential candidates.

6.5.2 CONTRACTOR's field education staff and DCFS Field Instructors shall interview potential candidates to determine selection for the Field Education Program.

6.5.3 CONTRACTOR shall provide the candidates' names with current, permanent and alternate addresses, phone/cell numbers, and e-mail addresses to COUNTY Program Manager prior to the targeted placement date.

6.6 Screening for Employment at DCFS

COUNTY's Field Education Manager shall screen the selected candidates' information forwarded by CONTRACTOR and submit the list to DCFS' Human Resources Division for background clearances based on COUNTY's hiring standards, including, but not limited to, security (Live Scan) background checks, psychological and medical examinations.

6.6.1 COUNTY Program Manager will notify CONTRACTOR when selected candidates have passed the clearance process and are approved for placement in the MSW Intern Unit.

6.6.2 CONTRACTOR shall ensure that each approved MSW Intern signs a Title IV-E MSW Trainee Agreement (Exhibit A-2 attached to this Contract). CONTRACTOR shall also ensure that each MSW Intern understands that their commitment is for one (1) year of satisfactory full-time employment at DCFS for each year in which the stipend is received. CONTRACTOR shall ensure that each Title IV-E MSW Trainee Agreement is properly completed and signed in preparation for review by the COUNTY.

- 6.6.3 CONTRACTOR shall submit all completed Title IV-E MSW Trainee Agreements along with copies of all required supporting documents, including, but not limited to, driver's license, social security card, and proof of auto insurance coverage, to COUNTY Field Education Manager prior to placement.
- 6.6.4 COUNTY's Field Education Program Manager will review each completed Title IV-E MSW Trainee Agreement to ensure that all requirements have been addressed.
- 6.6.5 Upon review and approval, COUNTY's Field Education Program Manager will forward Title IV-E MSW Trainee Agreements to DCFS Contracts Administration for review and submission to the Director for approval and signature.
- 6.6.6 COUNTY will return to each MSW Intern an approved copy of their respective Title IV-E MSW Trainee Agreement, and forward copies of all Title IV-E MSW Trainee Agreements to CONTRACTOR forty five (45) days after placement.

6.7 Field Placement

CONTRACTOR shall place MSW Interns in the designated MSW Intern Units within DCFS. CONTRACTOR shall issue a maximum annual stipend of \$18,500 to each MSW Intern in increments stipulated in each Title IV-E MSW Trainee Agreement.

- 6.7.1 CONTRACTOR, in collaboration with COUNTY, shall place the eight (8) Interns in the designated MSW Intern Unit at DCFS each year of the Contract.
- 6.7.2 The MSW Intern Unit shall be located at the following DCFS Regional Office:

Location to be determined

- 6.7.3 COUNTY shall collaborate with CONTRACTOR regarding any subsequent modifications in the location(s) of the Intern Units. Additionally, COUNTY shall provide thirty (30) days notice to CONTRACTOR in the event of relocation of any of the MSW Intern Units.

6.8 Program Evaluation

CONTRACTOR shall evaluate the degree of learning by the interns, the teaching effectiveness and supervision of the DCFS Field Instructors, and the materials and tools used in the Field Education Program.

- 6.8.1 CONTRACTOR shall submit to the COUNTY Field Education Manager and to the CONTRACTOR's registrar, a brief written report with the names of MSW Interns who have successfully completed all Field Education coursework requirements at the end of each academic year. Such report shall include the graduation date; permanent, current, alternate email and mailing addresses; and mobile, residence and work phone numbers for each MSW Intern.
- 6.8.2 CONTRACTOR shall also submit to the COUNTY Field Education Manager the names of interns who have **not** met all Field Education coursework requirements. Such report shall include a permanent, current and alternate e-mail and mailing addresses, and mobile, residence and work phone numbers for each MSW Intern at the end of the academic year.
- 6.8.3 CONTRACTOR and COUNTY shall meet bi-annually or as needed to discuss the Field Education Program issues and progress. COUNTY Field Education Program Manager, in collaboration with CONTRACTOR shall develop a corrective action plan to address any issue related to compliance of Deliverables as needed.

## **7.0 REPORTS**

- 7.1 CONTRACTOR shall provide to the COUNTY, on a quarterly basis, a brief written report which shall include, but may not be limited to Deliverables and tasks completed within the past quarter and as planned for the subsequent quarter. The report shall also include CONTRACTOR specific program issues and updates for the Field Education programs, to be mutually addressed by COUNTY and CONTRACTOR in order to enhance and support the Field Education programs described in this Contract.

## **8.0 QUALITY ASSURANCE PLAN**

- 8.1 The CONTRACTOR, in collaboration with COUNTY, shall ensure that the IUC Training Project requirements of this Contract are met.
- 8.2 CONTRACTOR shall ensure that the quality of service performed fully meets the performance requirements set forth in this Statement of Work and Exhibit A-1, Performance Requirements Summary.
- 8.3 CONTRACTOR shall immediately inform COUNTY of any issues that may prevent or hinder service performance.

## EXHIBIT A-1

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) TRAINING AND EDUCATIONAL FIELD SERVICES

	REQUIRED SERVICES	PERFORMANCE MEASURES	COMPLIANCE MONITORING METHOD	
1.	Perform services and tasks in accordance with Exhibit A, Statement of Work (SOW).	100% of services and tasks in accordance with Exhibit A, Statement of Work (SOW).	COUNTY Program Management will review training schedules; curriculum, Modules; and monthly, quarterly, and annual reports, to determine Contract compliance.	COUNTY will notify CONTRACTOR of any event or issue of Non-compliance, in accordance with this Contract.
2.	Perform the services and tasks to recruit MSW Interns to fill slots at MSW Intern Units within DCFS, in accordance with Section 6.0, Field Education Program, of the SOW.	All MSW Intern Unit slots are filled pending candidates' successful completion of DCFS' screening process under Section 6.6 of the SOW. COUNTY recognizes that CONTRACTOR will not have control over MSW Interns candidates' being dropped from placement due to their inability to maintain eligibility under university guidelines, nor will CONTRACTOR have control over personal or emergent situations that may cause an MSW Intern to withdraw from placement.	COUNTY Program Management will review and monitor all contract deliverables including training schedules, evaluations and monthly, quarterly, and annual reports, to determine Contract compliance.	<p>CONTRACTOR shall immediately collaborate with COUNTY in developing an appropriate corrective action plan for each event or issue of Non-compliance.</p> <p>COUNTY shall make the final decision as to the CONTRACTOR's corrective action plan(s) including the timeframes that apply.</p> <p>The COUNTY may impose a single deduction from CONTRACTOR's invoice up to \$100 per each event or issue of Non-compliance that persists six (6) months or more after COUNTY's notification to CONTRACTOR of such Non-compliance.</p>

## **EXHIBIT A-2**

### **SAMPLE MASTER'S OF SOCIAL WORK AGREEMENT FORM**

This Exhibit A-3, Master's of Social Work Agreement Form, is a sample and is subject to revision(s) at the discretion of the COUNTY.

**SAMPLE**  
**TITLE IV-E MASTER'S OF SOCIAL WORK TRAINEE AGREEMENT**

The AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_, by and between

COUNTY of Los Angeles  
(hereinafter referred to as "COUNTY")

and

\_\_\_\_\_  
(hereinafter referred to as ("TRAINEE"))

WHEREAS, the COUNTY has identified funding through Title IV-E of the Social Security Act to provide training for persons employed by County, or preparing to be employed by County; and

WHEREAS, COUNTY desires to improve its child welfare services and enhance the skills of its employees and persons preparing for employment in the Department of Children and Family Services (DCFS); and

WHEREAS, COUNTY authorized to enter into such agreement pursuant to Title IV-E of the Social Security Act and Government Code Section 26227; and

WHEREAS, Trainee desires to participate in the County's Title IV-E Training Program.

NOW THEREFORE, County and Trainee agree:

I. ADMINISTRATION

County's Director of DCFS, or his duly authorized designee (hereafter collectively "Director"), shall have the authority to administer this Agreement on behalf of County.

II. TERM

This Agreement shall commence on the date first hereinabove written and shall continue in full force and effect until trainee has fully performed all his/her duties and obligations hereunder as determined by County.

III. ATTENDANCE AT UNIVERSITY

Trainee has been accepted in, and agrees to pursue, a full time maximum \_\_\_\_\_ year course of study in \_\_\_\_\_ at \_\_\_\_\_ (hereafter "University") beginning \_\_\_\_\_, \_\_\_\_\_, and ending not later than \_\_\_\_\_, \_\_\_\_\_, leading to a Master's of Social Work/Welfare degree.

# SAMPLE

## IV. RESPONSIBILITIES OF COUNTY

County agrees to:

1. Assign Trainee enrolled in the University's Title IV-E Training Program to a field placement internship in the Department.
2. Pre-screen Trainee for qualification for DCFS employment, including interview, medical and psychological examinations, and criminal clearance requirements.
3. Provide Trainee with a stipend during the academic year. The stipend will total \$18,500 for the academic year (nine months) and will include \$\_\_\_\_\_ for tuition and fees and \$\_\_\_\_\_ for living expenses. Payments will be issued during the months the trainee is in field placement and will be made in equal monthly installments of \$\_\_\_\_\_ one month in arrears.
4. Work cooperatively with the University's field instructor/consultant to ensure that the University and the trainee are informed of poor trainee performance, and are involved in developing a solution prior to any action to suspend or terminate trainee's stipend. The University Graduate Field Work Manual has a clearly defined process for cooperative work between the field instructor, field consultant, and university to resolve performance problems in fieldwork.
5. Appoint Trainee to a Children's Social Worker II position with DCFS after Trainee has graduated from University's Title IV-E Training program unless precluded by a hiring freeze, County or State Legislative budget cuts, merit system requirements or other circumstances beyond County's control. If for any of the above reasons County is precluded from offering Trainee employment with the County, County will release Trainee from his/her commitment under this Agreement.

## V. RESPONSIBILITIES OF TRAINEE

Trainee agrees to:

1. Be pre-screened for employment and be fingerprinted and participate in the criminal clearance process. Any Trainee convicted of any crime involving harm to children will be terminated for the Title IV-E Training Program.
2. Maintain satisfactory performance in the field placement and in the University's academic program. This includes providing use of automobile as necessary for field placement and having a valid driver's license and liability insurance.
3. Render one calendar year of continuous and satisfactory full-time employment with DCFS in a position designated by Director. Commitment for employment shall be with DCFS and does not include any other public or private child



# **SAMPLE**

welfare agency or County agency, either in California or elsewhere. Trainee may be assigned to any DCFS regional office in the order or priority as established by the Director. Appointment to and continuation in all such positions shall be subject to all applicable County Civil Service rules and DCFS policies.

4. Report to work at assigned position within two (2) months of graduation from the University with a Master Degree (See III, Attendance at University). Will be responsible for assuring that any outstanding obligations will not prohibit the release of verification of graduation to DCFS from the Registrar's office. Upon receipt of verification to DCFS from Registrar's office, DCFS will offer employment within the designated time frame. If DCFS is unable to provide employment within this (2) month period, Trainee shall be released from further performance of this Agreement.
5. Repay County the total amount of the stipend paid by the County if employment is declined by Trainee or if academic performance as determined by University or if field placement performance as determined by DCFS, in conjunction with University, is not completed or is unsatisfactory.
6. Repay County the total amount of the stipend paid by the County if the trainee is convicted of a crime that would render him or her ineligible for employment at DCFS.
7. Repay stipend in the method detailed in Section VIII, Options Repay to Stipend.

## **VI. UNSATISFACTORY PERFORMANCE**

Unsatisfactory performance includes poor attendance, poor field placement performance, poor academic performance or if trainee is employed by DCFS, poor work performance.

## **VII. SUSPENSION OF STIPEND PAYMENT**

DCFS has the right to suspend or terminate stipend payments if Trainee is not performing satisfactorily. If DCFS decides that the Trainee is not performing satisfactorily because of a problem, which can be corrected, DCFS reserves the right to suspend stipend payments until problem is eliminated.

DCFS agrees to notify trainee of suspension or termination of stipend prior to action.

## **VIII. OPTIONS TO REPAY STIPEND**

If Trainee does not graduate at the completion of the academic year because of termination of enrollment from the University for any reason, then Trainee shall pay County at an agreed upon amount each month, the total stipend amount paid by County to Trainee during the academic year, plus interest on the unpaid balance at the rate of 7% percent per annum from and after the date of termination of enrollment.

## **SAMPLE**

The agreed upon monthly payments shall be in an amount sufficient that the total shall be paid to County in equal monthly payments over a period not to exceed five years. If Trainee fails without written approval of County to make any scheduled monthly payment, then the total stipend amount still owed becomes immediately due and payable. Trainee authorizes County to recover the total accrued amount still owed, plus interest, by any means provided by law. County employees who have retirement funds will be unable to withdraw these funds until the stipend is repaid or until work commitment is fulfilled.

Upon graduation, if Trainee fails to qualify for a Children's Social Worker II position under applicable County Civil Services rules or DCFS policies, refuses DCFS employment, voluntarily terminates DCFS employment or is discharged under applicable County for stipend shall become due and payable immediately upon such failure to qualify, refusal, termination or discharge. (Failure to qualify includes failed the interview, medical or psychological examination or criminal clearances). The unpaid balance of such shall accrue interest at the rate of 7% percent per annum from and after the date due and payable upon failure to qualify, refusal, termination or discharge.

Trainee authorizes County to recover the accrued amount owed, plus interest, either by withholding such total sum due from any amount owed to Trainee for accrued unpaid earnings (if Trainee is employed by DCFS) or by obtaining such total due by any means provided by law. Upon County's written agreement, Trainee can pay the amount owed to County plus interest on the unpaid balance at the rate of 7% percent per annum from and after the date of termination or graduation at an agreed upon monthly amount. If there has been a partial fulfillment of the work commitment, the amount owed will be prorated.

The agreed upon monthly payments shall be in an amount sufficient that equal monthly payments shall be paid to the County over a period not to exceed five years.

### **IX. COUNTY'S COLLECTION CHARGES**

In the event that Trainee fails to make any payment to County, then County in its sole discretion may charge Trainee for all costs to collect the total stipend amount due and Trainee shall pay County such collection costs as determined by County.

### **X. VOLUNTARY LEAVE OF ABSENCE**

If Trainee takes a voluntary leave of absence from the training program school and delays graduation, he/she must notify DCFS and either request a "hardship" exemption that defers the work commitment for no more than one year, accept whatever Children's Social Worker position he/she is qualified for to fulfill the work commitment without delay, or repay the stipend according to repayment procedures. All voluntary leaves of absence must be approved by the Director.

# **SAMPLE**

## **XI. COUNTY BUDGET CUTS**

If Trainee's employment is terminated due to County budget cuts, then Trainee shall be released from further performance of this Agreement and no further repayments to County for Trainee's stipend shall be required.

## **XII. TRAINEE'S DISABILITY OR DEATH**

If Trainee's failure to graduate from University's Title IV-E Training during the academic term or to render the applicable period of employment at DCFS for repayment of stipend to County caused by Trainee's death or physical or mental disability, as certified by a licensed physician and as approved by Director, then Trainee or Trainee's estate shall be released from further performance of this Agreement and no further repayment to County for Trainee's stipend shall be required.

If Trainee's failure to graduate or render employment is caused by Trainee's temporary disability (including maternity leave), as certified by a licensed physician and as approved by Director, then DCFS agrees to defer work commitment as repayment of stipend for up to one year.

# SAMPLE

## XIII. TITLE IV-E TRAINING INFORMATION FORM

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: (        ) \_\_\_\_\_ Social Security No: \_\_\_\_\_

Driver's License No.: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Automobile Insurance  
License No.: \_\_\_\_\_ Agency \_\_\_\_\_

Name of Insured: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Proof of Liability Insurance Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

### **IN CASE OF EMERGENCY, CONTACT THE FOLLOWING PERSON(S):**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: (        ) \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: (        ) \_\_\_\_\_

Ethnic Identification: (Answer is Optional) \_\_\_\_\_

University Attending: \_\_\_\_\_

Degree Being Earned: \_\_\_\_\_

Expected Date of Graduation: \_\_\_\_\_

Trainee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **SAMPLE**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the County's Director of the Department of Children and Family Services and Trainee has caused this Agreement to be subscribed in his/her behalf the day, month and year first above written.

COUNTY OF LOS ANGELES

---

Patricia S. Ploehn, LCSW, DIRECTOR  
Department of Children and Family Services

---

(Trainee's Signature)

---

(Print Name)

Revised 6/7/07

**EXHIBIT A-3  
BUDGET**

SCENARIO B				Contract			
	FTE	Salary	Benefits	SWB	County Share	CSUDH Share	TOTAL
Director	0.10	10,900	3,052	13,952	13,952		13,952
Dean	0.04	5,600	1,568	7,168		7168	7,168
FisMan	0.04	2,800	784	3,584		3584	3,584
Field Dir	0.20	15,000	4,200	19,200	19,200		19,200
Field Con	1.00	55,000	15,400	70,400	70,400		70,400
Training evaluator	0.10	62,000	17,360	7,936	7,936		7,936
Faculty instruction	0.10	66,000	18,480	8,448		8,448	8,448
Faculty instruction	0.10	66,000	18,480	8,448		8,448	8,448
Faculty instruction	0.10	66,000	18,480	8,448		8,448	8,448
Faculty instruction	0.10	70,000	19,600	8,960		8,960	8,960
Faculty instruction	0.10	70,000	19,600	8,960		8,960	8,960
Faculty instruction	0.10	80,000	22,400	10,240		10,240	10,240
Faculty instruction	0.10	80,000	22,400	10,240		10,240	10,240
Grad Student Res	0.25	24,000	6,720	7,680	7,680		7,680
Clerical	1.00	30,000	8,400	38,400	38,400		38,400
<b>SWB</b>				232,064	157,568	74,496	232,064
<b>Stipends</b>					148,000		148,000
<b>Supplies and Services</b>							
Supplies					2,500		2,500
Telephones					2,500		2,500
Photocopying					2,500		2,500
					7,500		7,500
<b>Computer</b>					2,500		2,500
<b>Travel</b>							
travel					2,000		2,000
mileage					2,000		2,000
					4,000		4,000
<b>Total Direct Costs</b>					319,568	74,496	394,064
Modified Total Direct Costs					171,568		
					10%	25%	
F&A Costs @ 35%					17,157	42,892	60,049
<b>TOTAL PROJECT COSTS</b>					336,725	117,388	454,113
County Share					336,725	74.2%	
CSUDH Share					117,388	25.8%	
					454,113	100.0%	

TRAINING SERVICES

**EXHIBIT B: ATTACHMENTS**



**ADMINISTRATION OF CONTRACT - CONTRACTOR  
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: \_\_\_\_\_  
CONTRACT NO. \_\_\_\_\_

**CONTRACTOR'S PROGRAM MANAGER:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Notices to Contractor shall be sent to the following address:

Address: \_\_\_\_\_  
\_\_\_\_\_

**ADMINISTRATION OF CONTRACT - COUNTY  
COUNTY ADMINISTRATION**

CONTRACT  
NO.

\_\_\_\_\_

**COUNTY PROGRAM MANAGER:**

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Address:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Facsimile:

\_\_\_\_\_

E-Mail Address:

\_\_\_\_\_

**COUNTY CONTRACT PROGRAM MONITOR:**

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Address:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Facsimile:

\_\_\_\_\_

E-Mail Address:

\_\_\_\_\_

**CONTRACTOR's EMPLOYEE ACKNOWLEDGEMENT  
AND CONFIDENTIALITY AGREEMENT**

I understand that my employer, \_\_\_\_\_ (i.e., CONTRACTOR/SUBCONTRACTOR), has entered into a Contract with the County of Los Angeles (i.e., COUNTY) or CONTRACTOR/SUBCONTRACTOR to provide services. As a condition of my being employed by CONTRACTOR/SUBCONTRACTOR for the provision of these services, I am signing this Employee Acknowledgement and Confidentiality Agreement Form. I understand and agree that I am not an employee of COUNTY for any purpose and that I do not have any and will not acquire any rights or benefits from COUNTY as a result of any agreement between my employer (i.e., CONTRACTOR/SUBCONTRACTOR) and COUNTY.

As an employee of CONTRACTOR/SUBCONTRACTOR involved with providing these services, I may have access to confidential information pertaining to clients of DCFS. I understand and agree that any and all information and data, whether written or oral, obtained about DCFS clients or from DCFS clients while performing work pursuant to the Contract between CONTRACTOR and COUNTY is to be kept confidential and shall not be discussed with or disclosed to anyone except those specifically authorized by law or by order of the juvenile court.

I understand that I may not discuss any situation(s), which could possibly identify an individual, nor shall names, addresses, or other identifying information of applicants, clients, foster parents, or birth parents ever be discussed with any unauthorized person. I will not read narratives, letters, documents, or other information except as necessary in the performance of my duties.

I agree to refer all requests for the release of information received by me to my immediate supervisor.

I recognize and acknowledge that the unauthorized release of confidential information may subject me to civil and/or criminal action.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND I AGREE TO COMPLY WITH THESE STATEMENTS.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Position

**CONTRACTOR's NON-EMPLOYEE ACKNOWLEDGEMENT  
AND CONFIDENTIALITY AGREEMENT**

**(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)**

\_\_\_\_\_  
CONTRACTOR NAME

Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

**COPYRIGHT ASSIGNMENT AGREEMENT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**AUDITOR–CONTROLLER CONTRACT ACCOUNTING  
AND ADMINISTRATION HANDBOOK**

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

**AUDITOR-CONTROLLER  
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

**A. ACCOUNTING AND FINANCIAL REPORTING**

**1.0 BASIS OF ACCOUNTING**

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

- 1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- ◆ Recorded accruals must be reversed in the subsequent accounting period.

- 1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- ◆ All computations, supporting records, and explanatory notes used in

converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
  - County payments (one per funding source)
  - Contributions
  - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)



- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.

## **ATTACHMENT E**

- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

### **2.6 Payroll Register**

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - Accrual period
  - Gross pay
  - Itemized payroll deductions
  - Net pay amount
  - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

### **2.7 Contractor Invoices**

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

## **3.0 RECORDS**

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

### **3.1 Retention**

## ATTACHMENT E

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

### 3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

**Payroll** – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

**Consultant Services** – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

**Travel** – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

**Operating Expenses** (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary

## ATTACHMENT E

supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

**Outside Meals** - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

### 3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

### 3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

### 3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices – vendor name and date
- Checks – number
- Vouchers – number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all

related invoices should be bound together and cross-referenced to the check issued for payment.

**4.0 DONATIONS AND OTHER SOURCES OF REVENUE**

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

**5.0 AUDITS**

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

**5.1 Single Audit Requirements**

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

**6.0 SUBCONTRACTS**

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

**B. INTERNAL CONTROLS**

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

**1.0 CASH RECEIPTS**

**1.1 Separate Fund or Cost Center**

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

**1.2 Deposits**

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

**1.3 Separation of Duties**

An employee who does not handle cash shall record all cash receipts.

**1.4 Bank Reconciliation**

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

**2.0 DISBURSEMENTS**

**2.1 General**

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

## **ATTACHMENT E**

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

### **2.2 Approvals and Separation of Duties**

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

### **2.3 Petty Cash**

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

### **2.4 Credit Cards**

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

## **ATTACHMENT E**

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

### **3.0 TIMEKEEPING**

#### **3.1 Timecards**

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

#### **3.2 Personnel and Payroll Records**

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

#### **Benefit Balances**

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

#### **Limitations on Positions and Salaries**

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.



## **ATTACHMENT E**

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

### **Separation of Duties**

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

## **4.0 FIXED ASSETS**

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

### **4.1 Acquisition**

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

### **4.2 Identification and Inventory**

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

### **4.3 Security**

## **ATTACHMENT E**

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

### **4.4 Property Management**

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

### **5.0 BONDING**

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

## **C. COST PRINCIPLES**

### **1.0 POLICY**

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

#### **1.1. Limitations on Expenditures of Program Funds**

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

#### **1.2 Expenses Incurred Outside the Agreement Period**

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

#### **1.3 Budget Limitation**

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

**2.0 ALLOCATION OF COST POOLS**

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

## 2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

## 2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

### Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

#### Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

### Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are

## **ATTACHMENT E**

prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

### **Multiple Base Allocation Method**

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

#### **2.4 Cost Allocation Plan**

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
  - Basis of accounting (cash or accrual)
  - Fiscal year
  - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
  - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

### **Negotiated Indirect Cost Rates**

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

## **D. UNALLOWABLE COSTS**

## **ATTACHMENT E**

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

### **E. OVERPAYMENTS**

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

### **F. MISCELLANEOUS REQUIREMENTS**

#### **1.0 INSURANCE**

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

#### **2.0 ACTIVITY**

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

**CHARITABLE CONTRIBUTIONS CERTIFICATION**


---

 Company Name

---

 Address

---

 Internal Revenue Service Employer Identification Number

---

 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**CERTIFICATION****YES****NO**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

( )

( )

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( )

( )

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 Signature

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 Date

---

 Name and Title (please type or print)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

*Complete Part I or Part II below, as appropriate.*

**Part I - Application for Exception From the Program**

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☐ My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II - Certification of Compliance**

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:



**“Contractor Employee Jury Service”**

**Los Angeles County Code Sections 2.203.010 through 2.203.090**

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002).

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

**CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

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Contractor's Name

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Address

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Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S CERTIFICATION**

- |    |   |                                  |                                 |
|----|---|----------------------------------|---------------------------------|
| 1. | The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment.   | YES [ <input type="checkbox"/> ] | NO [ <input type="checkbox"/> ] |
| 2. | The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force.   | YES [ <input type="checkbox"/> ] | NO [ <input type="checkbox"/> ] |
| 3. | The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups.  | YES [ <input type="checkbox"/> ] | NO [ <input type="checkbox"/> ] |
| 4. | Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action to include establishment of goals or time tables. | YES [ <input type="checkbox"/> ] | NO [ <input type="checkbox"/> ] |

---

Name of Firm

---

Print Name and Title

---

Authorized Signature

---

Date



now there's a way  
to safely surrender  
your baby

<http://www.babysafe.ca.gov>

### What is the Safely Surrendered Baby Law?

This law establishes a procedure for the voluntary surrender of a baby within 72 hours of birth. Under this law parent(s) can safely surrender their baby and be protected from prosecution for child abandonment. This law makes it easier for a parent who might otherwise abandon their baby in an unsafe place.

### Local Contact Information:

### The California Safely Surrendered Baby Law:

- ✓ Permits the parent(s) or surrendering person to safely and confidentially surrender a baby within three days of birth.
- ✓ Provides a safe place for babies.
- ✓ Protects the parent(s) or surrendering person from prosecution for child abandonment.
- ✓ Does not require that names be given when the baby is surrendered.
- ✓ Allows the parent(s) or surrendering person at least 14 days to reclaim the baby.

**In California, no one ever  
has to abandon a baby again.**



State of California  
Health and Human Services Agency  
Department of Social Services

PUB 490 (2/06)



**There is an option.**

**Don't abandon  
your baby.**



now there's a way  
to safely surrender  
your baby

### How does it work?

A parent who is unable or unwilling to care for their baby can safely surrender the baby within three days of birth. All that is required is that the baby be given to an on-duty employee of a hospital or safe haven site in California. An ID bracelet will be placed on the baby's ankle and a matching bracelet offered to the surrendering person. The bracelets help connect the parent to the baby if the parent wants the baby back.

### Can only a parent bring in the baby?

**No.** The law allows another person to safely surrender the baby if the person has permission from the parent(s).

### What is a "Safe Surrender" Site?

A hospital or other location designated by the Board of Supervisors in each county. A safe surrender site will display this logo:



### What information must be given to the people accepting the baby?

**None.** No information is required but the person surrendering the baby will be given a medical information questionnaire to complete. Completion of the questionnaire is voluntary, although the information regarding family medical history can assist in properly caring for the baby. The questionnaire may be mailed in later.

### What happens to the baby?

After receiving a confidentially-coded ankle bracelet, the baby is examined and given medical treatment, if needed. The baby is then placed in a foster or pre-adoptive home.

### What happens to the parent?

Once the parent or surrendering person has safely turned over the baby, they are free to go, without any questions asked.

### What happens if a parent wants the baby back?

Under the law, a parent or surrendering person has at least 14 days to reclaim the baby. They should bring their copy of the coded bracelet back to the safe surrender site.

### Why is California doing this?

You may have heard stories about babies being left in dumpsters, public toilets or other unsafe locations. The parents abandoning their babies may have been under severe emotional or financial stress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and felt they had nowhere to turn for help, they abandoned their baby. Abandoning a baby puts the baby in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### Is there another choice?

**YES.** Adoption is always a choice and should be considered first.

Whenever parents have decided that they are unable to care for a baby, whatever the reason, adoption is by far the best choice. Adoption protects the rights of all involved, including the baby. In fact, parents may be able to assist in selecting the adoptive parents and may be allowed to have contact with the baby after the adoption.

It's important for women to seek help while they are pregnant, not after giving birth.

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**Every baby deserves  
a healthy life.**

---



**There is an option.**

**Don't abandon your baby.**

**Safely Surrender your baby.**

### The Safely Surrendered Baby Law

- ✓ Permits the parent(s) or surrendering person to safely and confidentially surrender a baby within three days of birth to any hospital or other designated Safe Surrender Sites in California.
- ✓ Provides a safe place for babies.
- ✓ Protects the parent(s) or surrendering person from prosecution for child abandonment.
- ✓ Does not require that names be given when the baby is surrendered.
- ✓ Allows the parent(s) or surrendering person at least 14 days to reclaim the baby.



<http://www.babysafe.ca.gov>



State of California • Health and Human Services Agency • Department of Social Services





**ahora hay una manera  
para entregar a su bebé  
sin ningún peligro**

<http://www.babysafe.ca.gov>

**¿Qué es la ley sobre cómo entregar  
a su bebé sin ningún peligro,  
conocida en inglés como  
*Safely Surrendered Baby Law*?**

Esta ley establece un procedimiento para entregar voluntariamente a un bebé, antes de que pasen 72 horas de su nacimiento. Bajo esta ley, el padre/madre (o padres) pueden entregar a su bebé sin ningún peligro y estarán protegidos de enjuiciamiento por abandono infantil. Esta ley hace más fácil para un padre/madre que de otra manera abandonaría a su bebé en un lugar no seguro.

**Información para contacto local:**

**La ley de California sobre cómo  
entregar a un bebé sin ningún peligro**

- ✓ Permite a un padre/madre, padres, u otra persona, entregar a un bebé en forma confidencial y segura antes de que pasen tres días de su nacimiento.
- ✓ Proporciona un lugar seguro para los bebés.
- ✓ Protege al padre/madre, padres, u otra persona que entregue al bebé, para que no sea enjuiciado por abandono.
- ✓ No requiere que se den nombres cuando se entrega al bebé.
- ✓ Permite que el padre/madre, padres, u otra persona que entregue al bebé, tenga al menos 14 días para recuperar al bebé.

**En California, nunca nadie tiene que  
abandonar a un bebé.**



*State of California*  
(Estado de California)  
*Health and Human Services Agency*  
(Secretaría de Salud y Servicios Humanos)  
*Department of Social Services*  
(Departamento de Servicios Sociales)

PUB 400 (SP) (3/06)



**Hay una opción.**

**No abandone  
a su bebé.**



**ahora hay una manera  
para entregar a su bebé  
sin ningún peligro**

### ¿Cómo funciona?

Un padre/madre que no puede o no quiere cuidar a su bebé, puede entregar a su bebé en forma segura antes de que pasen tres días de su nacimiento. Todo lo que se requiere es entregar al bebé a un empleado de servicio en un hospital o en un lugar de refugio seguro en California. Una banda de identificación se colocará en el tobillo del bebé y otra banda con la misma identificación se le entregará a la persona que entregue al bebé. Las bandas ayudarán a conectar al bebé con el padre/madre si es que quiere recuperar al bebé.

### ¿Solamente el padre/madre puede entregar al bebé?

**No.** La ley permite que otra persona entregue al bebé si dicha persona tiene el permiso del padre/madre (o padres).

### ¿Qué es un lugar “seguro para entregar a un bebé”, conocido en inglés como “Safe Surrender”?

Es un hospital u otro lugar designado por el Consejo de Supervisores de cada condado. Un lugar seguro para entregar a un bebé tendrá este logotipo:



### ¿Qué información se tiene que proporcionar a las personas que reciban al bebé?

**Ninguna.** No se requiere ninguna información, pero la persona que entregue al bebé recibirá un cuestionario médico para que lo complete. Completar este cuestionario es voluntario, aunque la información sobre el historial médico de la familia puede ayudar para que se le proporcione el cuidado adecuado al bebé. El cuestionario se puede enviar por correo después.

### ¿Qué le sucede al bebé?

Después que se le coloque en el tobillo una banda con un código confidencial, se examinará al bebé y se le proporcionará tratamiento médico si lo necesita. Luego el bebé se colocará en un hogar de crianza temporal o en un hogar pre-adoptivo.

### ¿Qué le sucede al padre/madre?

Una vez que el padre/madre u otra persona entregue al bebé de una manera segura, puede irse sin que se le haga ninguna pregunta.

### ¿Qué sucede si el padre/madre quiere recuperar al bebé?

Bajo la ley, el padre/madre o la persona que entregue al bebé tiene hasta 14 días para recuperar al bebé. Debe llevar la banda con el código que le dieron al lugar donde entregó al bebé.

### ¿Por qué está California haciendo esto?

Es posible que haya escuchado historias trágicas de bebés que fueron abandonados en basureros, baños públicos u otros lugares no seguros. Es posible que los padres que abandonaron a sus bebés estaban bajo una severa tensión emocional o financiera. Las madres pudieron haber escondido sus embarazos temerosas de lo que sucedería si sus familias se enteraran. Debido a que tenían miedo y sentían que no había un lugar donde ir para que les ayudaran, ellas abandonaron a sus bebés. Abandonar a un bebé lo expone a un gran peligro. Además, es ilegal. Muchas veces esto resulta en la muerte del bebé. Debido a la ley sobre cómo entregar a un bebé sin ningún peligro, esta tragedia nunca debe volver a suceder en California.

### ¿Existe otra opción?

**SI.** Dar al bebé en adopción es siempre una opción y se debe considerar primero.

Cuando los padres han decidido que no pueden cuidar a su bebé, por la razón que sea, dar al bebé en adopción es la mejor opción. La adopción protege los derechos de todos los involucrados, incluyendo al bebé. De hecho, es posible que los padres puedan ayudar a seleccionar a los padres adoptivos y que se les permita tener contacto con el bebé después de la adopción.

Es importante que las mujeres busquen ayuda cuando están embarazadas, no después de que nazca el bebé.

---

**Cada bebé se merece  
una vida saludable.**

---





**Hay una opción.**

**No abandone  
a su bebé.**

**Entregue a su bebé  
sin ningún peligro.**

**The Safely Surrendered  
Baby Law**  
**La ley sobre cómo  
entregar a un bebé sin  
ningún peligro**

- ✓ Permite a un padre/madre, padres, u otra persona, entregar a un bebé en forma confidencial y segura antes de que pasen tres días de su nacimiento. Se puede entregar en un hospital o en un lugar de refugio seguro en California.
- ✓ Proporciona un lugar seguro para los bebés.
- ✓ Protege al padre/madre, padres, u otra persona que entregue al bebé, para que no sea enjuiciado por abandono.
- ✓ No requiere que se den nombres cuando se entrega al bebé.
- ✓ Permite que el padre/madre, padres, u otra persona que entregue al bebé, tenga al menos 14 días para recuperar al bebé.

 <http://www.helpsafe.ca.gov>



State of California  
(Estado de California) • Health and Human Services Agency  
(Secretaría de Salud y Servicios Humanos) • Department of Social Services  
(Departamento de Servicios Sociales)



Department of the Treasury  
Internal Revenue Service  
**Notice 1015**

(Rev. November 2002)

**Have You Told Your Employees About the  
Earned Income Credit (EIC)?**

**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

**Note:** *You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.*

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

**How Will My Employees Know If They Can  
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

**How Do My Employees Claim the EIC?  
Notice 1015**

(Rev. 11-2002)

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC  
Payments?**

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015  
(Rev. 11-2002)



**ATTACHMENT 2**

**AMENDMENT NUMBER ONE**

**TO**

**CONTRACT NUMBER 05-031-04**

Inter University Consortium (IUC) Training Services

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**THE UNIVERSITY CORPORATION  
CALIFORNIA STATE UNIVERSITY NORTHRIDGE**

**AMENDMENT NUMBER ONE TO CONTRACT NUMBER 05-031-04  
FOR INTER UNIVERSITY CONSORTIUM (IUC) TRAINING SERVICES  
BY AND BETWEEN THE COUNTY OF LOS ANGELES AND THE  
THE UNIVERSITY CORPORATION CALIFORNIA STATE UNIVERSITY NORTHRIDGE**

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "CONTRACT" FOR INTER UNIVERSITY CONSORTIUM (IUC) TRAINING SERVICES ADOPTED BY THE BOARD OF SUPERVISORS ON JUNE 27, 2006 AND FURTHER IDENTIFIED AS CONTRACT NUMBER 05-031-04, HEREINAFTER REFERRED TO AS "CONTRACT".

Effective July 1, 2007, the CONTRACT is revised as follows:

WHEREAS, the parties have previously entered into a CONTRACT to provide Inter University Consortium (IUC) Training Services; and

WHEREAS, the COUNTY and CONTRACTOR intend to amend this CONTRACT as set forth below:

NOW THEREFORE, in consideration of the foregoing and mutual consents herein, the CONTRACT is modified as follows:

1. Delete in its entirety Section 3.0, Term and Termination, Subsection 3.1 in Part I: Unique Terms and Conditions, and restate to read as follows:
  - 3.1 The term of this CONTRACT shall commence July 1, 2006 or the date of execution, which ever is later and shall continue through June 30, 2009, unless terminated earlier as provided in the CONTRACT.
2. Delete in its entirety Section 4.0, Contract Sum, Subsection 4.5 in Part I: Unique Terms and Conditions, and restate to read as follows:
  - 4.5 The total amount payable under this CONTRACT is One Million Twenty Two Thousand Two Hundred Ninety Two Dollars (\$1,022,292), hereinafter referred to as "Maximum Contract Sum". The maximum amount payable per year under this contract is Three Hundred Forty Thousand Seven Hundred Sixty Four (\$340,764), hereinafter referred to as "Maximum Annual Contract Sum".
3. Delete in its entirety Section 6.0, Budget Reduction, Subsection 6.1 in Part II: Standard Terms and Conditions, and restate to read as follows:
  - 6.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and



any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

4. Delete in its entirety Section 45.0, Record Retention and Inspection/Audit Settlement, Subsection 45.2 in Part II: Standard Terms and Conditions, and restate to read as follows:

45.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

6. Delete in its entirety Section 47.0, Safely Surrendered Baby Law, Subsection 47.1 in Part II: Standard Terms and Conditions, and restate to read as follows:

47.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The

CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**EXCEPT AS PROVIDED IN THIS AMENDMENT NUMBER ONE, ALL OTHER TERMS AND CONDITIONS OF THE PREVIOUS CONTRACT NUMBER 05-031-04 SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND CONTRACT TO THIS AMENDMENT.**



**AMENDMENT NUMBER ONE TO CONTRACT NUMBER 05-031-04  
FOR INTER UNIVERSITY CONSORTIUM (IUC) TRAINING SERVICES  
BY AND BETWEEN THE COUNTY OF LOS ANGELES AND THE  
THE UNIVERSITY CORPORATION CALIFORNIA STATE UNIVERSITY NORTHRIDGE**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number One to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office and Clerk thereof, and CONTRACTOR has caused this CONTRACT to be signed on its behalf by its duly authorized officer(s) on the \_\_\_\_\_ day of \_\_\_\_\_, 2007. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

By \_\_\_\_\_  
Deputy

THE UNIVERSITY CORPORATION

By Scott Perez

Name Scott Perez

Title Director of Research

By Mark E. Johnson

Name Mark E. Johnson

Title Assoc. Vice Pres.

Tax Identification No. 95-1992732

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR., County Counsel

By Kathy Bramwell  
Kathy Bramwell, Principal Deputy County Counsel

<u>Personnel</u>	<u>FTE</u>	<u>Salary</u>	<u>Benefits</u>	<u>County Share</u>	<u>CSUN Share</u>	<u>TOTAL</u>
Director Social Work, J. Decker	0.25	\$22,026	\$8,370	\$0	\$30,395	\$30,395
Child Welfare Field Consultant/Liaison	1.00	\$60,000	\$18,000	\$78,000		\$78,000
Faculty, S. Love	0.50	\$7,917	\$3,008	\$10,925	\$30,235	\$41,160
Student Assistant	0.25	\$8,500	\$1,190	\$9,690		\$9,690
Clerical- Heather Lang	0.50	\$19,584	\$5,875	\$25,459		\$25,459
Clerical- Fayrene Flowers	0.50	\$19,488	\$5,846	\$25,334		\$25,334
Subtotal				<b>\$149,408</b>	<b>\$60,630</b>	<b>\$210,039</b>
<b><u>Student Stipends</u></b>						
8 Stipends @ \$18,500 each				<b>\$148,000</b>		<b>\$148,000</b>
<b><u>Supplies and Services</u></b>						
Field Education Supplies				\$6,500		\$6,500
Field Education Telephones				\$2,500		\$2,500
Field Education Photocopying				\$2,500		\$2,500
Subtotal				<b>\$11,500</b>		<b>\$11,500</b>
<b><u>Computer/Office Equipment</u></b>						
				<b>\$3,440</b>		<b>\$3,440</b>
<b><u>Travel</u></b>						
Field Education Travel				\$1,272		\$1,272
Field Education Mileage				\$2,000		\$2,000
Subtotal				<b>\$3,272</b>		<b>\$3,272</b>
<b>TOTAL DIRECT COSTS</b>				<b>\$315,620</b>	<b>\$60,630</b>	<b>\$376,251</b>
Modified Total Direct Costs				\$167,620	\$60,630	\$228,251
Facilities and Administration (F&A)**						
Administrative Costs				15%	33%	
				<b>\$25,143</b>	<b>\$55,315</b>	<b>\$80,458</b>
<b>TOTAL PROJECT COSTS</b>				<b>\$340,764</b>	<b>\$115,945</b>	<b>\$456,709</b>
COUNTY SHARE @75%				\$340,764	75%	
CSUN SHARE @25%				<u>\$115,945</u>	25%	
				<b>\$456,709</b>	100%	

\*\*CSUN's federally-negotiated F&A rate is 48%. We are applying 15% to the County Share. Difference of 33% (foregone F&A) included on CSUN Share